## NOTE

November 14, 2006 Portland Maine [Date] [City]

158 Water Street, Waterville, ME 04901

[Property Address]

[State]

# 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$120,000.00 plus interest, to the order of the Lender. The Lender is Washington Mutual Bank (this amount is called "Principal"),

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note hy transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B)

## 3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

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I will make my monthly payment on the First day of each month beginning on January 1, 2007 I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on December 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on , I still owe amounts under this Note, I will pay those amounts in full on

that date, which is called the "Maturity Date."

I will make my monthly payments at Washington Mutual Bank, F.O.Box 3139, Milwaukee, WI or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

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My monthly payment will be in the amount of U.S. \$
893.10

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "Full Prepayment." A prepayment of only part of the unpaid principal is known as a "Partial

Except as provided below, I may make a Full or Partial Prepayment at any time. If I make a Full Prepayment, I may be

If Note Holder receives a Full Prepayment on or before the first anniversary of the date of the Note, the prepayment fee shall be equal to Three percent (3.000 %) of the original loan amount. If Note Holder receives a Full Prepayment after the first anniversary but on or before the second anniversary of the date of the Note, the prepayment fee shall he Two percent (2.000%) of the original loan amount. If Note Holder receives a Full Prepayment after the second anniversary but on the contract of the Note of the Note original loan amount. If Note Holder receives a Full Prepayment after the second anniversary but on the Note or the Note of the Note or the Note of the Note or the Note of the Note o before the third anniversary of the date of the Note, the prepayment fee shall be One percent (1.000 %) of the original loan amount. Thereafter, prepayment of the Note shall he permitted without any prepayment fee.

MAINE FIXED RATE NOTE

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**EXHIBIT** 

When I make a Full or Partial Prepayment, I will notify the Note Holder in writing that I am doing so. Any Partial Prepayment of principal shall be applied to interest accrued on the amount prepaid and then to the principal balance of the Note which shall not reduce the amount of monthly installments of principal and interest nor relieve me of the obligation to make the installments each and every month until the Note is paid in full. Partial Prepayments shall have no effect upon the due dates or the amounts of my monthly ayments unless the Note Holder agrees in writing to such changing to such changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 may overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Defau

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

## (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

# 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mall to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

# 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this hote, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WATVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor.

"I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any interest in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, Lender willhort require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement, following the procedures in Section 15. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

(Seal) -Borrower	Maria	Lucien Maheu	(Seal) -Borrower	(ouge)	auf	ry Gage	
(Seal) -Borrower			(Seal) -Borrower				
(Seal) -Borrower			(Seal) -Borrower			**	9
(Seal)			(Seal)			· -	

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[Sign Original Only]

Without Recourse
Washington Munial Bank
The Machine Mill Hill Mange, Vice President

Pay to the order of